

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

ILSE SANCHEZ and KARLA VELAZQUEZ,  
individually and on behalf of all others similarly  
situated,

*Plaintiffs,*

v.

ALEXANDRA LOZANO IMMIGRATION  
LAW PLLC and ALEXANDRA LOZANO

*Defendants,*

Case No.: 23-cv-1028

Hon. Judge Virginia Kendall

Hon. Magistrate Judge Susan Cox

**PLAINTIFF’S MOTION FOR LEAVE TO FILE A SURREPLY**

Plaintiffs Ilse Sanchez and Karla Velazquez through their undersigned counsel seek leave to submit the Surreply attached hereto as Exhibit “1” in opposition to Defendants’ Motion to Compel Arbitration. In support of this motion, Plaintiffs state as follows:

1. On May 4, 2023, Defendants filed their Motion to Compel Arbitration.
2. On May 22, 2023, Plaintiffs filed their response in opposition to the motion.
3. On June 7, 2023, Plaintiffs and class representatives returned an executed settlement agreement to the National Labor Relations Board (“NLRB”) resolving their claims in that forum. The agreement had been previously executed by Defendant Alexandra Lozano Immigration Law, LLC.
4. The NLRB Agreement invalidates and makes unenforceable several provisions contained in the Employment Agreement at issue here.
5. The decision whether to grant a motion for leave to file a surreply is within the Court's discretion. See *Johnny Blastoff, Inc. v. L.A. Rams*, 188 F.3d 427, 439 (7th Cir.1999). Where

new issues arise after a response is filed, allowing the filing of a surreply “vouchsafes the aggrieved party's right to be heard and provides the court with the information necessary to make an informed decision.” *In re Sulfuric Acid Antitrust Litig.*, 231 F.R.D. 320, 329 (N.D.Ill.2005).

6. Here, the execution of the NLRB settlement agreement did not occur until after the Parties had completed briefing on this matter. The agreement has a significant impact on the Employment Agreement, namely in that it makes at least seven provisions in the Employment Agreement completely unenforceable as a result of being “unlawfully broad,” something Illinois and Washington state courts have found makes even a contract with a severability clause to be unenforceable as a whole.

7. Plaintiffs have prepared and attached a 6-page Surreply, Exhibit 1, to address these new and directly relevant facts that arose after the Parties had completed briefing on this matter.

WHEREFORE, Plaintiffs respectfully request that this Court enter an order granting leave to file the attached Surreply.

Respectfully submitted,

Dated: June 15, 2023

By: /s/M. Nieves Bolanos  
One of Plaintiff's Attorneys

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